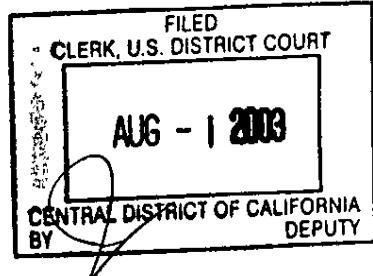
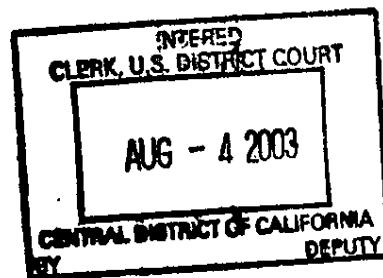


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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

No. CV 03-03430-NM(PJWx)  
PERMANENT INJUNCTION

ANNE KOCH, an individual,  
Plaintiff,

v.

CLEAR CHANNEL  
COMMUNICATIONS INC., a Texas  
corporation; PREMIERE RADIO  
NETWORKS, INC., a Delaware  
corporation; XM SATELLITE RADIO  
INC., a Delaware corporation; and  
GLENN BECK, an individual,

Defendants.

Based on the Stipulation of the parties, it is hereby ordered:

1. Defendants CLEAR CHANNEL COMMUNICATIONS INC.,  
PREMIERE RADIO NETWORKS, INC., and GLENN BECK, and their respective  
affiliates, subsidiaries, agents, servants, employees, and any and all persons in  
active concert or participation with them or any of them, are hereby permanently  
enjoined, for the entire life of the copyright of the Work (as defined below),  
including any renewals and extensions thereof, from copying, dramatizing,  
performing, distributing, making derivative works or offering for sale, selling, or  
transmitting copies of the 1938 radio play entitled "War of the Worlds" written by

STEIN & FLUGGE, LLP  
6100 Wilshire Blvd.  
Suite 1250  
Los Angeles, CA  
90048  
(323) 936-1455

1 Howard Koch (the "Work") or making any use whatsoever of the Work or any  
2 derivative work thereof, including but not limited to, the original performance of  
3 such Work in the form of the original Mercury Theater/Orson Welles version.

4       2. Defendants CLEAR CHANNEL COMMUNICATIONS INC.,  
5 PREMIERE RADIO NETWORKS, INC., and GLENN BECK, and their respective  
6 affiliates, subsidiaries, agents, servants, employees, and any and all persons in  
7 active concert or participation with them or any of them, are hereby permanently  
8 enjoined, for the entire life of the copyright of the Work, including any renewals and  
9 extensions thereof, from copying, dramatizing, performing, distributing, making  
10 derivative works or offering for sale, selling, or transmitting copies of that certain  
11 radio program based on the Work which was produced in or about October of 2002  
12 with Glenn Beck in the Orson Welles role, or making any use whatsoever of said  
13 2002 radio program.

14       3. Defendants CLEAR CHANNEL COMMUNICATIONS INC.,  
15 PREMIERE RADIO NETWORKS, INC., and GLENN BECK, and their respective  
16 affiliates, subsidiaries, agents, servants, employees, and any and all persons in  
17 active concert or participation with them or any of them, are hereby permanently  
18 enjoined, for the entire life of the copyright of the Work, including any renewals and  
19 extensions thereof, from copying, dramatizing, performing, distributing, making  
20 derivative works or offering for sale, selling, or transmitting copies of that certain  
21 recorded performance of the Work that had been produced by the Los Angeles  
22 Theatre Workshop, or making any use whatsoever of said Los Angeles Theatre  
23 Workshop recorded performance.

24       4. Said injunction shall be fully effective immediately without bond.

25       5. All Defendants having generally appeared through their Stipulation with  
26 the Plaintiff, the Court hereby reserves jurisdiction <sup>for 180 days</sup> to enforce this Permanent  
27 Injunction including the award of attorney's fees and costs to Plaintiff incurred in  
28

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1 connection with the enforcement thereof and/or other relief available to Plaintiff  
2 under 17 U.S.C. §101 *et seq.*

3       6. The Court further hereby reserves jurisdiction *for 180 days* to entertain an ex-parte  
4 application to enter a Permanent Injunction against Defendant XM Satellite Radio  
5 Inc., and to entertain an application for the award of attorney's fees and costs and  
6 other relief available to Plaintiff under 17 U.S.C. §101 *et seq.* to Plaintiff in the  
7 event that Defendant XM Satellite Radio Inc. violates the Settlement Agreement by  
8 making an unauthorized use of the Work or any derivative work thereof during the  
9 entire life of the copyright in the Work, and Plaintiff thereby is required to seek and  
10 obtain an injunction and/or other relief available to Plaintiff under 17 U.S.C. §101 *et  
seq.*

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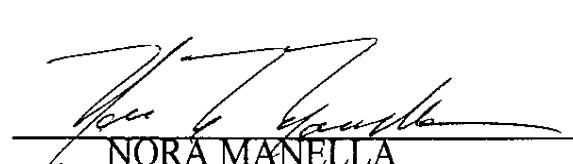
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Dated: 7/3/03



NORA MANELLA  
UNITED STATES DISTRICT COURT JUDGE

ORDER PRESENTED BY:

STEIN & FLUGGE, LLP

BY

  
MARC R. STEIN

Attorneys for Plaintiff Anne Koch

STEIN & FLUGGE, LLP

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Los Angeles, CA

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